

STATE OF MONTANA
BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE NO. 44-79:

MONTANA FEDERATION OF TEACHERS,)
AFT, AFL-CIO,)

Complainant,)

- vs -)

FINAL ORDER

LAKE COUNTY SCHOOL DISTRICT #30,)
and the RONAN-PABLO UNIT OF THE)
MONTANA EDUCATION ASSOCIATION,)

Defendants.)

No exceptions having been filed, pursuant to ARM 24.26.107,
to the Findings of Fact, Conclusions of Law and Recommended
Order issued on March 17, 1980;

THEREFORE, this Board adopts that Recommended Order in this
matter as its FINAL ORDER.

DATED this 30 day of April, 1980.

BOARD OF PERSONNEL APPEALS

By Brent Cromley
Brent Cromley
Chairman

CERTIFICATE OF MAILING

I, Robert R. Jensen
~~Jennifer Jacobson~~, do hereby certify and state that I
mailed a true and correct copy of the above FINAL ORDER to the
following persons on the 7 day of May, 1980:

Mr. Cordell Brown
Montana Federation of Teachers
AFT, AFL-CIO
Box 1246
Helena, MT 59601

Ms. Emilie Loring
HILLEY & LORING, P.C.
Attorney for Defendants
1713 Tenth Avenue South
Great Falls, MT 59405

Mr. K. William Harvey
Superintendent of Schools
Lake County School District #30
312 23rd
Ronan, MT 59864

Robert R. Jensen

STATE OF MONTANA

BEFORE THE BOARD OF PERSONNEL APPEALS

IN THE MATTER OF UNFAIR LABOR PRACTICE COMPLAINT #44-79:

MONTANA FEDERATION OF TEACHERS,
AFT, AFL-CIO,

Complainant,

vs.

LAKE COUNTY SCHOOL DISTRICT NO.30,
the MONTANA EDUCATION ASSOCIATION,
and the RONAN-PABLO UNIT OF THE
MONTANA EDUCATION ASSOCIATION,

Defendants.

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND RECOMMENDED ORDER.

Complainant filed the above-captioned unfair labor practice charges with the Board of Personnel Appeals on October 25, 1979. The Complaint charged that Defendant School District had violated section 39-31-401(1) and (2) MCA and that Defendant Associations had violated section 39-31-402(1) and (3) MCA by engaging in activities related to the withholding of representation service fees for non-Association members of the bargaining unit per the union security provision of their negotiated agreement.

On November 6, 1979, this Board received the Defendant Associations' Amended Answer which denied the charges against the Associations. On November 6, 1979, this Board received Defendant School District's Motion to Waive Right to a Hearing and to Request a Ruling on Matter of Law and Contract and to Provide Guideline for Administrative Remedy: Should Such be Needed, a Motion stipulating to certain facts relevant to the Complaint and calling for this Board to clarify the legal status of the collective bargaining contract provision cited in the Complaint.

On January 30, 1980, this Board received a Stipulation signed by each of the parties to this matter. In that Stipulation the parties agreed (1) to the fact situation in this matter, (2) to forego the administrative hearing in the matter, and (3) to brief the issues presented by the Complaint.

1 January 31, 1980, Orders of the Board appointed Kathryn
2 Walker hearing examiner and set the briefing schedule in this
3 matter.

4 Briefs and/or Reply Briefs were received by this Board
5 from Complainant, represented by Cordell Brown, Field Represen-
6 tative, Montana Federation of Teachers, AFT, AFL-CIO; Defendant
7 School District, represented by K. William Harvey, Superintendent
8 Lake County School District No.30; and Defendant Associations,
9 represented by Emilie Loring, Attorney.

10 RULINGS ON MOTIONS

11 To the extent that this decision addresses the concerns
12 of the moving parties, the following Motions are declared
13 moot; all other aspects of these motions are denied:

14 1. Complainant's Motion for Remedial Cease and Desist
15 Order or Expedited Hearing, received by this Board October 25,
16 1979.

17 2. Defendant School District's Motion to Waive Right to
18 a Hearing and to Request a Ruling on Matter of Law and Contract
19 and to Provide Guideline for Administrative Remedy: Should
20 Such be Needed, received by this Board November 6, 1979.

21 CLARIFICATION OF POINTS RAISED IN BRIEFS

22 1. Complainant's Brief states:

23 Complainant later verbally withdrew the charge that the
24 Defendant Associations were using agency shop fees for
contributions to political candidates or parties at
state or local levels.

25 Therefore the charge that Defendant Associations violated
26 section 39-31-402(3) MCA is deemed withdrawn.

27 2. The Complaint and the Stipulation clearly indicate
28 that these charges involve contract provision 4.04 which ad-
29 dresses the assessment of a representation service fee from
30 non-Association members. Regardless of the terminology used
31 in the Briefs, the hearing examiner understands that the
32 question in this matter involves that representation service
fee and not the dues paid by regular Association members.

1 FINDINGS OF FACT

2 The following facts were stipulated to by the parties and
3 shall be the facts upon which the hearing examiner will base
4 her decision. (Note that the "proposed joint exhibits" referred
5 to herein are now "joint exhibits" and are not attached to
6 this decision.)

7 1. That Defendant Association is the recognized exclusive
8 representative of a collective bargaining unit comprised of
9 approximately eighty (80) school teachers employed by Defendant
10 School District.

11 2. That Defendant School District has negotiated a
12 valid collective bargaining agreement covering said teachers
13 with Defendant Association which is in force and effect from
14 July 1, 1978, to June 30, 1980 (Proposed joint exhibit #1
15 attached hereto).

16 3. That said collective bargaining agreement contains a
17 union security provision on page 13 which reads in its entirety
18 as follows:

19 "4.04. The Ronan-Pablo MEA, as the exclusive represen-
20 tative of all members of the appropriate unit, will
21 represent all teachers, Association and non-Association,
fairly and equally. No teacher shall be denied Association
membership because of race, creed, color, sex or age.

22 The Representation Service Fee shall be an amount equal
23 to the current unified dues required of all regular
Association members.

24 Therefore, the School agrees that effective thirty (30)
25 days after the date of contracted employment, or thirty
26 (30) days after the opening of school, upon notification
27 by the Association, it will deduct from the monthly
28 earnings of non-Association members, as a condition of
employment, the Representation Service Fee in six (6) or
less equal monthly installments. All monies collected as
fees for Association members and non-Association members
shall be forwarded to the Association monthly."

29 The current "unified dues required" is \$169.00 per year.

30 4. That MCA Section 39-31-401 (3) provides for the
31 negotiation of what is commonly referred to as an "agency
32 shop" union security provision which requires that:

"...an employee who is not or does not become a
union member shall be required, as a condition of

1 employment, to have an amount equal to the union
2 initiation fee and monthly dues deducted from his
3 wages in the same manner as check-off of union
4 dues."

(MCA Section 39-31-401 (3) in part)

5 5. That MCA Section 39-31-203 provides for the manner
6 of check-off for union dues and reads as follows:

7 "39-31-203. Deduction of dues from employee's pay.
8 Upon written authorization of any public employee
9 within a bargaining unit, the public employer shall
10 deduct from the pay of the public employee the
11 monthly amount of dues as certified by the secretary
12 of the exclusive representative and shall deliver
13 the dues to the treasurer of the exclusive represen-
14 tative."

15 6. That Defendant School District has either deducted
16 in one withholding or is in the process of deducting in five
17 monthly withholdings which commenced on October 17, 1979,
18 \$169.00¹, the amount of the "current unified dues" (referred
19 to in Section 4.04 of proposed joint exhibit #1) from twenty-
20 six (26) teachers employed by Defendant School District as a
21 "representation service fee" for 1979-80. Such withholdings
22 were made as a result of a demand made by Defendant Association
23 on Defendant School District (proposed joint exhibit #2).

24 7. That all twenty-six (26) teachers were notified by
25 Defendant School District on or about September 28, 1979, that
26 such a withholding would be made by Defendant School District
27 commencing with the October pay warrant (please refer to pro-
28 posed joint exhibit #3).

29 8. That all twenty-six (26) teachers responded to
30 Defendant School District's notice and that such deductions
31 were made in "opposition to direct instructions from the
32 employee not to make the deduction".² Further, that fifteen
(15) of said teachers authorized Defendant District to withhold
dues for the Ronan Teacher's Union, an affiliate of Complainant

¹Two teachers, Annette Longgood and Vicki Williams work half-time and have had or are having \$84.50 withheld, one-half of the "unified dues structure".

²Please refer to Defendant School District's MOTION TO WAIVE RIGHT TO HEARING AND TO REQUEST A RULING ON THE MATTER OF LAW AND CONTRACT AND TO PROVIDE GUIDELINE FOR ADMINISTRATIVE REMEDY: SHOULD SUCH BE NEEDED. DATED NOVEMBER 5, 1979.

1 union, ten (10) teachers authorized no deductions whatsoever,
2 and one teacher authorized deductions for a credit union.³

3 9. That one teacher, Chris Tyree, had \$155.00 withheld
4 from his September paycheck which Defendant School District
5 considers a "representation service fee" for the 1978-79
6 school year.⁴ Mr. Tyree did not authorize such a deduction
7 and specifically instructed Defendant School District not to
8 make such a deduction. Mr. Tyree is no longer employed by
9 Defendant School District.

10 10. That eleven (11) teachers refused to have a "repre-
11 sentation fee" withheld under contract provision 4.04 for the
12 1978-79 school year and such monies have not been withheld.
13 Defendant Association continues to insist the representation
14 fee for 1978-79 should be deducted from salaries of those
15 teachers who did not join or pay dues to the MEA in 1978-79
16 and should be paid to the MEA.

17 11. That Defendant School District contends that by
18 virtue of signing an individual contract with Defendant School
19 District, teachers employed by Defendant School District in
20 effect authorized the withholding of a "representation service
21 fee". Defendant School District also contends additional
22 individual authorizations for representation fee deductions
23 are not required. Defendant Association contends it is
24 interested merely in enforcing its valid collective bargaining
25 agreement with Defendant District which requires deduction of
26 representation fees from the salaries of non-Association
27

28
29 ³Please refer to the compilation of forms and letters proposed by Com-
30 plainant as joint exhibit #4. This information was furnished to Complainant
31 by Defendant School District.

32 ⁴Defendant School District Superintendent, William Harvey, indicated to
Complainant that such monies were withheld because Mr. Tyree was leaving the
Defendant School District.

1 members. Defendant Association further contends that if
2 individual authorizations to deduct representation fees are
3 required, it is the responsibility of the Defendant School
4 District to secure such authorizations.

5 Defendant School District further contends that the
6 Collective Bargaining Agreement, Section 4.04, Page 12 (Joint
7 Exhibit No. 1) makes no reference to or mention of the individual
8 authorization for the deduction of the representation fee and
9 that the Defendant School District does not have the responsi-
10 bility or the authority to secure such authorization.

11 12. That the individual contract that is required of
12 each teacher employed by Defendant School District does not
13 specifically inform a teacher that he or she must pay either
14 dues or a "representation fee" as a condition of employment
15 but does inform the teacher that he/she must abide by the
16 terms of the master contract in effect between Defendant
17 School District and Defendant Association.

18 13. That Defendant School District has taken the posi-
19 tion that in negotiating Section 4.04, it was never its inten-
20 tion to "discharge a teacher from employment for their failure
21 to authorize the deduction of a "representation fee" (again
22 please refer to proposed joint exhibit #2).

23 14. That Defendant School District has never threatened
24 any teacher with discharge for failure to authorize the with-
25 holding of a "representation service fee" and further, that
26 Defendant Association has never made such a threat nor in-
27 structed Defendant School District to make such a threat.

28 DISCUSSION

29 As pointed out in the findings of fact, sections of Mon-
30 tana's Collective Bargaining Act for Public Employees most
31 relevant to this matter are sections 39-31-401(3) and 39-31-203
32 MCA. Section 39-31-401(3) MCA provides that it is an unfair
labor practice for a public employer to:

1 discriminate in regard to hire or tenure of employment or
2 any term or condition of employment in order to encourage
3 or discourage membership in any labor organization;
4 however, nothing in this chapter or in any other statute
5 of this state precludes a public employer from making an
6 agreement with an exclusive representative to require, as
7 a condition of employment, that an employee who is not or
8 does not become a union member, must have an amount equal
9 to the union initiation fee and monthly dues deducted from
10 his wages in the same manner as checkoff of union dues.
11 [Emphasis added.]

12 Section 39-31-203 MCA provides:

13 Deduction of dues from employee's pay. Upon written author-
14 ization of any public employee within a bargaining unit,
15 the public employer shall deduct from the pay of the
16 public employee the monthly amount of dues as certified
17 by the secretary of the exclusive representative and
18 shall deliver the dues to the treasurer of the exclusive
19 representative. [Emphasis added.]

20 Findings of fact 2 and 3 indicate that the collective
21 bargaining agreement in force between Defendant School District
22 and Defendant Association contains a union security provision
23 which provides, in part, that the School District "will deduct
24 from the monthly earnings of non-Association members, as a
25 condition of employment, the Representation Service Fee" (the
26 entirety of this provision (4.04) is set forth in finding of
27 fact 3).

28 The unfair labor practices alleged in the Complaint raise
29 three threshold questions.

30 1. Is the union security provision of the master contract
31 between the Ronan-Pablo Unit of the Montana Education
32 Association and School District No. 30, Lake County, Ronan,
33 Montana (provision 4.04) a legal contract provision?

34 Section 39-31-401(3) MCA expressly permits a public
35 employer and an exclusive representative to agree to require a
36 non-union employee, as a condition of employment, to have an
37 amount equal to the union initiation fee and monthly dues
38 deducted from his/her wages. Sections 39-31-401(3) and 39-31-
39 203 MCA state that such a deduction must be made in the same
40 manner as checkoff of union dues which requires the written
41 authorization of the employee.

1 Contract provision 4.04 calls for that practice sanctioned
2 by section 39-31-401(3) MCA, i.e., that non-Association members
3 of the bargaining unit pay to the Association, as a condition
4 of employment, an amount equal to the dues of the regular
5 Association members. However, the provision is silent on the
6 requirements for its administration set forth by sections
7 39-31-401(3) and 39-31-203 MCA, i.e., that such agency shop
8 fees be deducted from an employee's wages upon his/her written
9 authorization.

10 It is this hearing examiner's opinion that provision 4.04
11 is not rendered illegal because it does not incorporate the
12 statutorily imposed conditions for its administration. As
13 will be discussed later, such law is applicable to the admin-
14 istration of the provision regardless of its inclusion/exclusion
15 in the contract language. Therefore its exclusion does not
16 effect the legality of provision 4.04 per se.

17 2. Is individual written authorization necessary for the
18 deduction of the representation service fee called for by
19 provision 4.04?

20 Section 39-31-401(3) MCA requires that a contract provision
21 such as provision 4.04, i.e., an agency shop provision, be
22 administered in the same manner as checkoff of union dues.
23 Section 39-31-203 MCA states that union dues may be deducted
24 from the pay of an employee upon written authorization.
25 Therefore agency shop fees, i.e., the fees a non-union member
26 of a bargaining unit may be required to pay a union in lieu of
27 dues, may be deducted from his/her pay upon that employee's
28 written authorization.

29 Provision 4.04, which is an agency shop provision, does
30 not require written authorization for the deduction of the
31 "representation service fees" of non-Association members of
32 the bargaining unit. However, because the provision's silence
on the subject in no way negates the mandate of law, it is the

1 hearing examiner's opinion that individual written authoriza-
2 tion is necessary for the deduction of the representation
3 service fees.

4 3. What type of individual written authorization is necessary
5 for the deduction of the representation service fees called for
6 by provision 4.04?

7 Joint Exhibit 3 indicates that the School District uses a
8 "regular standard deduction form" "for all deductions from the
9 payroll, including dues." Such a form would certainly be
10 acceptable for the purposes of deducting the representation
11 service fee called for by provision 4.04, for it clearly
12 indicates the employee's understanding of the deduction being
13 authorized and requires the employee's signature.

14 The hearing examiner does not agree that the employee's
15 signing of an individual teaching contract serves as a legitimate
16 substitute for the signing of the regular deduction form. While
17 the individual teaching contract does specify that the employee
18 will abide by the terms of the master agreement which contains
19 provision 4.04, it does not specifically inform an employee
20 that he/she must pay the representation service fee as a
21 condition of employment. The individual teaching contract's
22 broad language, which lacks any specific reference to the
23 representation fee deduction, cannot be construed as adequate
24 notice that a signatory employee would be authorizing a deduc-
25 tion from his/her wages.

26 Therefore, it is this hearing examiner's opinion that
27 acceptable individual written authorization for the deduction
28 of the representation service fee called for by provision 4.04
29 would be obtained by the employee signing the School District's
30 regular deduction form or a substitute which clearly indicates
31 that the employee understands and authorizes the specific
32 deduction.

1 Having answered the threshold questions regarding this
2 Complaint, it is now necessary to determine whether or not
3 unfair labor practices have been committed by the Defendants
4 in the negotiation or administration of provision 4.04 of the
5 master agreement. Specifically, has the School District
6 violated section 39-31-401(1) and (2) MCA and have the Asso-
7 ciations violated section 39-31-402(1)?

8 Section 39-31-401(1) MCA provides that it is an unfair
9 labor practice for a public employer to:

10 interfere with, restrain, or coerce employees in the
11 exercise of the rights guaranteed in 39-31-201 [39-31-201.
12 Public employees protected in right of self-organization.
13 Public employees shall have and shall be protected in the
14 exercise of the right of self-organization, to form,
15 join, or assist any labor organization, to bargain collec-
16 tively through representatives of their own choosing on
17 questions of wages, hours, fringe benefits, and other
18 conditions of employment, and to engage in other concerted
19 activities for the purpose of collective bargaining or
20 other mutual aid or protection free from interference,
21 restraint, or coercion.] [Emphasis added.]

22 Section 39-31-401(2) MCA provides that it is an unfair
23 labor practice for a public employer to:

24 dominate, interfere, or assist in the formation or admin-
25 istration of any labor organization; however, subject to
26 rules adopted by the board under 39-31-104, an employer
27 is not prohibited from permitting employees to confer
28 with him during working hours without loss of time or
29 pay. [Emphasis added.]

30 Section 39-31-402(1) provides that it is an unfair labor
31 practice for a labor organization or its agents to:

32 restrain or coerce employees in the exercise of the
33 right guaranteed in 39-31-201 [cited above] or a public
34 employer in the selection of his representative for the
35 purpose of collective bargaining or the adjustment of
36 grievances. [Emphasis added.]

37 The Complainant's first charge is that Defendant School District
38 has coerced, restrained and interfered with employees in the
39 exercise of rights guaranteed by section 39-31-201 MCA by with-
40 holding "agency shop fees" in the amount specified by Defen-
41 dant Associations without individual checkoff or authorization
42 from employees subject to such withholdings, violating section
43 39-31-401(1) MCA.

1 Findings of fact 8 and 9, supported by Joint Exhibits 3
2 and 4, indicate that representation service fees were withheld
3 by the School District from certain employees' wages without
4 individual checkoff or authorization from those employees, and
5 were in fact withheld in opposition to direct instructions
6 from some of those employees. As determined earlier in this
7 discussion, such deductions should not have been made without
8 the individual written authorization of the employees. The
9 question now before the hearing examiner is whether or not
10 improperly making such deductions constitutes a violation by
11 the School District of section 39-31-401(1) MCA.

12 Two phrases in Montana's Collective Bargaining Act for
13 Public Employees make it clear that the choice of whether or
14 not to authorize the deduction of agency shop fees rests
15 solely with the employee. Section 39-31-203 MCA states that
16 such deduction may only be made "upon written authorization of
17 any public employee." Section 39-31-401(3) MCA states that
18 agency shop fees may be required "as a condition of employment,"
19 implying that even when payment of the fees is required for
20 continued employment the employee may elect to face the possi-
21 bility of having his/her employment terminated rather than
22 paying the fees.

23 Paying agency shop fees is a form of assisting a labor
24 organization. The right to "assist any labor organization,"
25 or, by inference, to refrain from such activity, is a right
26 guaranteed public employees by section 39-31-201 MCA. If an
27 employee's free choice as to whether or not to assist a labor
28 organization by paying agency shop fees is impinged, his/her
29 rights guaranteed in section 39-31-201 MCA have been violated.

30 In its administration of provision 4.04, the School
31 District effectively usurped the rights of certain employees
32 to decide whether or not to pay the representation service
fees by withholding those representation service fees without

1 proper authorization of the affected employees and, in fact,
2 in direct opposition to some of those employees' instructions.
3 It is this hearing examiner's opinion that such action by the
4 School District constituted a violation of section 39-31-401(1)
5 MCA.

6 The second charge of the Complainant is that Defendant School
7 District has violated sections 39-31-401(1) and (2) MCA by nego-
8 tiating a contract provision, specifically section 4.04 of the
9 1979-80 master contract between itself and Defendant Associa-
10 tion which calls for the withholding of "agency shop fees" or
11 "representation fees" in the amount specified by Defendant
12 Associations without an individual checkoff or authorization
13 to do so and that such a contract provision is clearly violative
14 of an employee's right to decide whether or not to pay monies
15 to a labor organization as a condition of employment; and that
16 in its administration of said contract provision, Defendant
17 School District is unlawfully assisting in the formation and
18 administration of a labor organization.

19 It being the hearing examiner's opinion that the basic
20 question here is one of contract language versus contract
21 administration, she does not think that the School District
22 committed an unfair labor practice in negotiating the language
23 of provision 4.04 of the master agreement or that the provision
24 as it is written in the master contract is violative of an
25 employee's right to decide whether or not to pay monies to a
26 labor organization as a condition of employment. It must be
27 understood that rather than expressly calling for the with-
28 holding of the representation service fees to be done without
29 proper authorization, the contract provision is silent on the
30 subject of authorization. The hearing examiner has stated her
31 opinion that such silence in the provision's language does not
32 adversely effect the legality of the provision per se and that
provision 4.04, on its face, is a legal provision under the
auspices of section 39-31-401(3) MCA.

1 It is the opinion of the hearing examiner that the School
2 District erred in its administration of provision 4.04 by
3 withholding the representation service fees without proper
4 employee authorization. However, she is not persuaded that
5 this error constitutes a violation by the School District of
6 section 39-31-401(2) MCA ("unlawfully assisting in the forma-
7 tion and administration of a labor organization"). In the
8 last analysis, the School District's improper administration
9 of provision 4.04 did not result in any advantage to the
10 Association that proper administration of the provision could
11 not have. Under the terms of the contract provision, the
12 Association was entitled to receive the representation service
13 fees called for, either from the employees employed at the
14 time or their replacements should they have been terminated
15 for their failure/refusal to pay the fees as a condition of
16 employment.

17 The hearing examiner finds this charge to be without merit.
18 The Complainant's third charge alleges that Defendant
19 Associations have violated section 39-31-402(1) MCA by coercing
20 Defendant School District to unlawfully withhold "agency shop
21 fees" or "representation fees" in the amount it specifies without
22 individual checkoff or authorization and by negotiating an unlaw-
23 ful contract provision (4.04) which provides for such a withhold-
24 ing.

25 The hearing examiner has previously expressed her opinion
26 that contract provision 4.04's silence on the subject of
27 authorization does not render it illegal. Nothing in the
28 findings of fact indicates that the Associations were involved
29 in the decision to withhold the fees from the wages of certain
30 employees without proper authorization, or that the Associa-
31 tions' involvement in this matter has been any other than that
32 permitted by the contractual relationship with the School
District. Therefore the hearing examiner does not find merit
in this charge.

CONCLUSIONS OF LAW

1. Defendant Lake County School District No. 30 has violated section 39-31-401(1) MCA by interfering with employees in the exercise of the rights guaranteed in section 39-31-201 MCA by withholding representation service fees without proper authorization and in opposition to the direct instructions of some of those employees.

2. Defendant Lake County School District No. 30 has not violated section 39-31-401(2) MCA.

3. Defendant Ronan-Pablo Unit of the Montana Education Association has not violated section 39-31-402(1) MCA.

4. Defendant Montana Education Association has not violated section 39-31-402(1) MCA.

RECOMMENDED ORDER

It is hereby ordered that Defendant Lake County School District No. 30:

1. Cease and desist from withholding the representation service fees called for in provision 4.04 of its master agreement with the Ronan-Pablo Unit of the Montana Education Association unless authorized to do so in writing by individual employees; and

2. Refund the representation service fees that have been withheld from the employees' wages without the written authorization of the individual employees.

DATED this 17th day of March, 1980.

BOARD OF PERSONNEL APPEALS

By Kathryn Walker
Kathryn Walker
Hearing Examiner

NOTICE

Exceptions may be filed to these Findings of Fact, Conclusions of Law, and Recommended Order within twenty days service thereof. If no exceptions are filed with the Board of Personnel Appeals within that period of time, the Recommended Order shall become the Final Order. Exceptions shall be addressed to the Board of Personnel Appeals, Capitol Station, Helena, Montana 59601.

CERTIFICATE OF MAILING

I, Mike Morgan, do hereby certify and state that I did on the 17 day of March, 1980 mail a true and correct copy of the above Findings of Fact, Conclusions of Law, and Recommended Order, to the following:

Mr. Cordell Brown
Montana Federation of Teachers
AFT, AFL-CIO
Box 1246
Helena, MT 59601

Mr. K. William Harvey
Superintendent of Schools
Lake County School District #30
312 23rd
Ronan, MT 59864

Ms. Emilie Loring
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